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8 IN THE UNITED STATES DISTRICT COURT

9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

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11 JOHN A. RUSSO, an individual,

No. C 07-3401 MMC

12 Plaintiff,

**ORDER DENYING DEFENDANT ENOM,
INC.'S REQUEST FOR DISMISSAL**

13 v.

14 NETWORK SOLUTIONS, INC., et al.,

15 Defendants.

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17 Before the Court is defendant eNom, Inc.'s ("eNom") "Response to Network
18 Solution, Inc.'s Motion to Dismiss," by which eNom seeks, in essence, dismissal of all
19 claims asserted against eNom, based on a forum selection clause in the Domain Name
20 Registration Agreement ("Agreement") entered into between plaintiff and defendant
21 Network Solutions, Inc. ("NSI"). Plaintiff has filed opposition thereto.

22 Having read and considered the parties' respective submissions, the Court finds
23 eNom has not shown good cause for the relief requested. In particular, eNom has failed to
24 show it is either a signatory to the Agreement or stands in a position in any manner similar
25 to that of the non-signatory parties in the cases on which eNom relies. See American
26 Patriot Insur. Agency, Inc. v. Mutual Risk Management, Ltd., 364 F.3d 884, 889 (7th Cir.
27 2004) (applying forum selection clause to non-signatory "affiliates" of signatory to contract
28 containing such clause, in action where contract containing such clause and contract on

1 which action based constituted "package"); Manetti-Farrow, Inc. v. Gucci America, Inc., 858
2 F.2d 509, 514 n.5 (9th Cir. 1988) (applying forum selection clause to non-signatory Gucci
3 entity where contract at issue constituted "ratification" of contract containing forum selection
4 clause signed by another Gucci entity).

5 Accordingly, eNom's request for dismissal is hereby DENIED.

6 **IT IS SO ORDERED.**

7 Dated: May 30, 2008


8 MAXINE M. CHESNEY
9 United States District Judge

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